

MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, STATE CAPITOL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
www.purchasing.utah.gov

**Request for Proposal
Agency Contract**Solicitation Number: **JG6044**Due Date: **02/15/06 AT 5:00PM**

Date Sent: January 25, 2006

Goods and services to be purchased: **PUBLIC HEALTH LABORATORY ACCOUNTS RECEIVABLE SYSTEM****Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u>			
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Proposal

Solicitation Number: JG6044

Due Date: 02/15/06

Vendor Name:

INSTALL AN ACCOUNTS RECEIVABLE SYSTEM TO ASSIST LABORATORY ADMINISTRATION IN INVOICING AND MAINTAINING ACCOUNTS FOR ITS CLIENTS. PER ATTACHED SPECIFICATIONS.
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QUESTIONS ON PURCHASING PROCESS CALL JARED GARDNER AT (801) 538-3342. RX: 270 61000000029 COMMODITY CODE: 92007

Ship To: DEPARTMENT OF HEALTH
STATE LABORATORY/SERVICES
46 NORTH MEDICAL DRIVE
SALT LAKE CITY, UT 84113

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. PROPOSAL PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. SUBMITTING THE PROPOSAL: (a) The proposal must be signed in ink, sealed, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. SAMPLES: Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The register and contract awards are posted under "Vendor Info" at www.purchasing.utah.gov. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (f) Multiple contracts may be awarded if the State determines it would be in its best interest.

9. ANTI-DISCRIMINATION ACT: The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to bid Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to bid products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

13. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable

for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:
1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Additional Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: July 5, 2005)

**Request for Proposal
Public Health Laboratory Accounts Receivable System
Utah Department of Health
Solicitation Number: JG6044**

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this request for proposal is to enter into a contract with a qualified firm to provide an Accounts Receivable (A/R) software package, in the form of a Commercial Off-the-Shelf (COTS) product, for use in the Utah Department of Health Laboratory's business, satisfying the requirements stated in this document. It is anticipated that this RFP will result in a contract award to a single contractor.

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence capability under any agreement.

BACKGROUND

In conjunction with its implementation of a new Laboratory Information Management System (LIMS) the Utah Department of Health seeks to replace its current accounts receivable application. The existing A/R system is part of the current legacy LIMS system being replaced. The existing application employs old technology, architecture and processes and will not support future business objectives. The scope of this project covers the business process:

- receipt of laboratory samples to invoicing for applicable tests,
- tracking and aging of those invoices,
- posting the necessary journal entries to the general ledger.

UDOH currently contracts with private and public laboratories, hospitals and other firms to perform certain laboratory tests related to public health and the environment. These firms and other organizations comprise the business entities with which UDOH has Accounts Receivable relationships.

Current Accounts Receivable processes are very manually intensive and redundant. IT personnel intervention is frequently required.

ISSUING OFFICE AND RFP REFERENCE NUMBER

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of the Utah Department of Health. The reference number for the transaction is Solicitation # JG6044

This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

SUBMITTING YOUR PROPOSAL

One original and three (3) identical copies of your proposal must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114, prior to the closing date and time specified.

Proposals received after the deadline will be late and ineligible for consideration.

LENGTH OF CONTRACT

The contract resulting from this RFP will be for a period of three (3) years. The contract may be extended beyond the original contract period year-to-year for up to five years.

PRICE GUARANTEE PERIOD

All pricing must be guaranteed for the entire term of the contract

STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this RFP will include, but not be limited to, the State's standard terms and conditions. These may be accessed at:

<http://www.purchasing.utah.gov/contractinfo/TermsAgency.pdf>

QUESTIONS

All questions must be submitted in writing and may be submitted to Curt Turner via email at cuturner@utah.gov. Questions are due by 5:00 pm on February 2, 2006. Questions received after that date may not be answered. Answers will be given via an addendum posted on the Division of Purchasing website.

DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentation will be made at the offeror's expense.

PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63-2-304, provides in part that:

the following records are protected if properly classified by a government entity:

- (1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63-2-308 (Business Confidentiality Claims).*
- (2) commercial information or non-individual financial information obtained from a person if:*
 - (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;*
 - (b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and*
 - (c) the person submitting the information has provided the governmental entity with the information specified in Section 63-2-308;*

- (6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;...*

Consistent with Subsection 63-2-304(6) the Division of Purchasing has classified proposals submitted in response to this RFP (Retention and Classification Report for Records Series (16591) except that a successful proposal is available for public inspection for 90 days.

An offeror may also protect portions of a proposal by submitting a Claim of Business Confidentiality to protect trade secrets, commercial information or non-individual financial information as provided in Subsections 63-2-304 (1) and (2).

To protect information under a Claim of Business Confidentiality, the offeror must:

1. provide a written Claim of Business Confidentiality at the time the information (proposal) is provided to the state, and
2. include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63-3-308(1)).

A Claim of Business Confidentiality is appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form, which may be accessed at:

<http://www.purchasing.utah.gov/contractinfo/ConfidentialityClaimForm.doc>

To ensure the information is protected, the Division of Purchasing asks the offeror to clearly identify in the Executive Summary and in the body of the proposal any specific information for which and offeror claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of the state of Utah. Materials may be evaluated by anyone designated by the state as part of the proposal evaluation committee. Materials submitted may be returned only at the State's option.

DETAILED SCOPE OF WORK

PROBLEM DEFINITION

Concurrent with the LIMS implementation presently underway at the UDOH, it is imperative that a suitable, compatible A/R solution be found. The current system is neither suitable nor compatible and will not address the need for timely and accurate billing information. Without a single data repository for data entry and reporting, UDOH cannot smoothly close its books and the current architecture makes the entire process labor-intensive.

The State's FINet system (its current General Ledger) is an integral portion of the entire UDOH solution. The proposed A/R solution must easily interface with the new LIMS software, FINet, or any possible future General Ledger software that might be implemented.

PROJECTED SOLUTION

The current recommended approach is to purchase a commercial off-the-shelf (COTS) Accounts Receivable system that will be compatible with existing and future projected architecture. The system will support batch and manual data entry of data as well as the ability for real-time updates between LIMS and A/R as required and in accordance with the requirements detailed below. The proposed system must provide easy creation of interfaces to FINet and the new LIMS systems.

The prerequisites of this approach are:

- Oracle database
- Scalability (Accounts Receivable requirements and Laboratory growth)
- Object-Oriented / Graphical User Interface
- Client / Server based with possible Web functionality
- Windows Environment
- Multitasking / Multi-user

TIMELINE

The A/R system must be implemented in conjunction with the Labware LIMS implementation currently underway at UDOH. The current project plan calls for the initial implementation to occur in the March 2006 timeframe.

FUNCTIONAL SPECIFICATIONS

The following specifications define both the mandatory requirements and the desirable features sought in a new Accounts Receivable application. The Excel spreadsheet entitled “UDOH LIMS AR RFP Weighted Requirements” includes the specifications that are mandatory requirements. Offeror shall respond to each specification by reference number, describing the extent of compliance or non-compliance, and indicate if the specification requires customization of the A/R application.

1.0 General System Requirements

- 1.1 User Security – User can only enter data applicable to job responsibilities
- 1.2 Chart of Accounts to fit any format.
 - 1.2.1 User-defined Chart of Accounts
- 1.3 User defined Validation rules
- 1.4 User defined fiscal accounting periods
- 1.5 Multiple concurrent users
- 1.6 On-line help available
- 1.7 On-line documentation available
- 1.8 Application includes full User and System Documentation
- 1.9 “Real time” update of account and customer info between LIMS and A/R

2.0 Billing Requirements

- 2.1 User defined adjustment types
 - 2.1.1 User defined Dollar adjustment limits
 - 2.1.2 User defined Adjustment Approval process
- 2.2 Adjust and/or write off invoices, credit memos and debit memos
- 2.3 Write off transactions below a certain dollar amount
 - 2.3.1 Write off by transaction type
- 2.4 Automatic import of invoices, credit memos and debit memos by batch
- 2.5 Manual input of invoices, credit memos and debit memos
- 2.6 Automatic import and update of data from / to LIMS system
- 2.7 Send invoices via all media (electronically, mail, etc.)
- 2.8 Calculate and add interest to past due accounts
- 2.9 Adjust and / or write off interest
- 2.10 Add a minimum finance charge or the interest calculation whichever is greater

3.0 Cash Receipts Requirements

- 3.1 Batch cash receipts
- 3.2 Functionality to apply payment to an invoice
 - 3.2.1 Reverse receipts and reapply receipts

- 3.3 Apply payments to customer's account
 - 3.3.1 Apply on-account payments to a specific invoice(s)
- 3.4 User defined miscellaneous receipt types each booked to a different GL account
- 3.5 Create deposit paperwork for the bank (daily receipt register)
- 3.6 Allow certain customers to pay on each other's account
- 3.7 Apply partial payments against an invoice
- 3.8 Process returned checks
- 3.9 Query payments by customer and or payment amount
- 3.10 Accept Electronic payments

4.0 Collections Requirements

- 4.1 Record a call on past due accounts
- 4.2 View online call history
- 4.3 View online invoices by customer
- 4.4 View online receipts by customer
- 4.5 View online customer account in detail or summary
- 4.6 View online customer billing and receipt history
- 4.7 Query customer history by customer name, customer number or invoice.

5.0 Reporting Requirements

- 5.1 Ad-hoc reporting capabilities
- 5.2 On-line querying capabilities
- 5.3 Print and Reprint invoices, debit memos, .credit memos
- 5.4 Print transactions by batch
- 5.5 User defined invoice, debit memo and credit memo
- 5.6 Standard aging reports
 - 5.6.1 Create custom aging buckets
 - 5.6.2 Aging reports sorted by customer name, number, and or GL account
- 5.7 User defined customer statement
- 5.8 Dunning letters
- 5.9 Customer Account Status Report
- 5.10 Adjustment Register
- 5.11 Adjustment Approval Report
- 5.12 Auto Adjustment Preview Report
- 5.13 Billing and Receipt History Report
- 5.14 Applied Receipt Register
- 5.15 Receipt Register
- 5.16 Receipt Journal Report
- 5.17 Unapplied Receipts
- 5.18 Reversed Receipts
- 5.19 Deposited Cash Report
- 5.20 Miscellaneous Receipt
- 5.21 Journal Entry Report

- 5.22 Transaction Register
- 5.23 Customer Listing
- 5.24 Sales Journal Report
- 5.25 Past Due Invoice Report
- 5.26 Unposted Items Report

- 6.0 Customer Information Requirements
 - 6.1 User defined customer types
 - 6.2 Contact Information
 - 6.3 Interest Calculation toggle default/customer override
 - 6.4 Interest Calculation percentage default / customer override

- 7.0 Month End – Journal Entry Requirements
 - 7.1 Generate journal entries from all monthly transactions
 - 7.2 Extract file of journal entries and post into current GL system
 - 7.3 Send monthly journal entry in detail or summary
 - 7.4 Reconcile accounts receivable ledger to general ledger

- 8.0 Hardware / Software Requirements
 - 8.1 Oracle database
 - 8.2 Graphical User Interface
 - 8.3 HP9000 / Compatible
 - 8.4 Network communication on LAN and WAN (TCP/IP – routable)
 - 8.5 Windows
 - 8.6 Source Code is available for purchase

- 9.0 Contractor / Vendor Requirements
 - 9.1 Provide five (5) references of current clients
 - 9.2 Vendor must be in business at least 10 years
 - 9.3 Credit Check Good
 - 9.4 Installation can begin within 30 days of award date
 - 9.5 Detailed listing of assistance with deployment and training the vendor will perform
 - 9.6 Previous experience with Utah Department and public sector

- 10.0 Cost Requirements
 - 10.1 Initial purchase price
 - 10.2 Annual Maintenance Price
 - 10.3 Deployment and Training cost schedule

Note: Cost will be evaluated and scored separately from the functional specification.

- 11.0 Subjective Criteria Requirements
 - 11.1 Ease of Use
 - 11.2 Ease of End-User learning
 - 11.3 User Friendly

- 11.4 Ease of Navigation to and from functions
- 11.5 Expandability / Scalability (future functionality)
- 11.6 Ease of Interfacing to FINet
- 11.7 Ease of Interfacing to LIMS
- 11.8 Vendor Support Capabilities

PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

PROPOSAL RESPONSE FORMAT

All proposals must be organized and tabbed with labels for the following headings:

1. **RFP Form.** The State's Request for proposal form completed and signed.
2. **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
3. **Detailed Response.** This section should constitute major portion of the proposal and must contain at least the following information.
 - a. A complete narrative of the offeror's assessment of the work to be performed, offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
 - b. A specific point-by-point response in the order listed to each requirement in the RFP.
4. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate costs on attached cost Proposal Form.

PROPOSAL EVALUATION CRITERIA

A committee will evaluate proposals against the following weighted criteria. Each of the evaluation criteria must be addressed in detail in the proposal.

<u>Weight</u>	<u>Evaluation Criteria</u>
30%	Cost
25%	Demonstrated ability to meet the scope of work
15%	Demonstrated Technical Capability
15%	Qualification and Expertise of Staff
15%	References

JG6044
Accounts Receivable Software
Cost Proposal

Bidder Name: _____

1. Provide a price for an accounts receivable software package as described for the products identified in your technical offer. This price must also include the first year of maintenance and support fees.

Accounts Receivable License Fee with first year maintenance included:

\$ _____

2. Provide pricing for maintenance and support fees for the second through fifth year of product ownership.

Maintenance and Support Fees – Year 2 \$ _____

Maintenance and Support Fees – Year 3 \$ _____

3. List the name, job title and hourly rate for any proposed consultants:

NAME: _____ Title: _____ \$ _____/hour

NAME: _____ Title: _____ \$ _____/hour

NAME: _____ Title: _____ \$ _____/hour

4. Provide a per person training cost for any training that is recommended for employees that will be responsible for the installation and operation of the products included in this offer. Assume that the training will be held at one of your training facilities. Specify if the rate is hourly, daily, etc.

\$ _____ per _____

UDOH Accounts Receivable Project

Solicitation # JG6044

RFP Evaluation Scoresheet

Firm Name _____

Evaluator: _____

Date: _____

Score will be assigned as follows:

0 = Failure, no response

1 = Poor, inadequate, fails to meet requirement

2 = Fair, only partially responsive

3 = Average meets minimum requirement

4 = Above average, exceeds minimum requirement

5 = Superior

Demonstrated ability to meet scope of work (25 pts possible)		Score	Weight	Points
(1)				
(2)				
(3)				
(4)				
Demonstrated Technical Capability (15 pts possible)				
(1)				
(2)				
(3)				
Qualification and Expertise of Staff (15 points possible)				
(1)				
(2)				
(3)				
References (15 points possible)				
Cost (30 points possible)				
Total Evaluation Points		100 points possible		

UDOH LIMS AR RFP Weighted Requirements											
Requirement										FACTOR	Mandatory
1.0 General System Requirements											
1.1 User Security – User can only enter data applicable to job responsibilities										5	X
1.2 Chart of Accounts to fit any format.										5	
1.2.1 User-defined Chart of Accounts										2	
1.3 User defined Validation rules										3	
1.4 User defined fiscal accounting periods										5	X
1.5 Multiple concurrent users										5	X
1.6 On-line help available										3	
1.7 On-line documentation available										2	
1.8 Application includes full User and System Documentation										5	
1.9 “Real time” update of account and customer info between LIMS and A/R										3	
2.0 Billing Requirements											
2.1 User defined adjustment types										5	
2.1.1 User defined Dollar adjustment limits										3	
2.1.2 User defined Adjustment Approval process										3	
2.2 Adjust and/or write off invoices, credit memos and debit memos										5	
2.3 Write off transactions below a certain dollar amount										4	
2.3.1 Write off by transaction type										2	
2.4 Automatic import of invoices, credit memos and debit memos by batch										5	
2.5 Manual input of invoices, credit memos and debit memos										5	X
2.6 Automatic import and update of data from / to LIMS system										5	
2.7 Send invoices via all media (electronically, mail, etc.)										3	
2.8 Calculate and add interest to past due accounts										5	X
2.9 Adjust and / or write off interest										5	
2.10 Add a minimum finance charge or the interest calculation whichever is greater										2	

Requirement											FACTOR	Mandatory
3.0 Cash Receipts Requirements												
3.1 Batch cash receipts											5	
3.2 Functionality to apply payment to an invoice											5	X
3.2.1 Reverse receipts and reapply receipts											5	
3.3 Apply payments to customer's account											5	X
3.3.1 Apply on-account payments to a specific invoice(s)											4	
3.4 User defined miscellaneous receipt types each booked to a different GL account											5	
3.5 Create deposit paperwork for the bank (daily receipt register)											3	
3.6 Allow certain customers to pay on each other's account											3	
3.7 Apply partial payments against an invoice											4	
3.8 Process returned checks											3	
3.9 Query payments by customer and or payment amount											3	
3.10 Accept Electronic payments											4	
4.0 Collections Requirements												
4.1 Record a call on past due accounts											3	
4.2 View online call history											3	
4.3 View online invoices by customer											3	
4.4 View online receipts by customer											3	
4.5 View online customer account in detail or summary											3	
4.6 View online customer billing and receipt history											3	
4.7 Query customer history by customer name, customer number or invoice.											3	
5.0 Reporting Requirements												
5.1 Ad-hoc reporting capabilities											4	
5.2 On-line querying capabilities											4	
5.3 Print and Reprint invoices, debit memos, .credit memos											5	X
5.4 Print transactions by batch											2	
5.5 User defined invoice, debit memo and credit memo											3	

Requirement											FACTOR	Mandatory
5.6	Standard aging reports										5	X
5.6.1	Create custom aging buckets										3	
5.6.2	Aging reports sorted by customer name, number, and or GL account										4	
5.7	User defined customer statement										3	
5.8	Dunning letters										2	
5.9	Customer Account Status Report										3	
5.10	Adjustment Register										4	
5.11	Adjustment Approval Report										4	
5.12	Auto Adjustment Preview Report										3	
5.13	Billing and Receipt History Report										3	
5.14	Applied Receipt Register										3	
5.15	Receipt Register										5	
5.16	Receipt Journal Report										3	
5.17	Unapplied Receipts										3	
5.18	Reversed Receipts										3	
5.19	Deposited Cash Report										1	
5.20	Miscellaneous Receipt										3	
5.21	Journal Entry Report										5	X
5.22	Transaction Register										5	
5.23	Customer Listing										1	
5.24	Sales Journal Report										5	
5.25	Past Due Invoice Report										1	
5.26	Unposted Items Report										5	
6.0	Customer Information Requirements											
6.1	User defined customer types										5	
6.2	Contact Information										3	
6.3	Interest Calculation toggle default/customer override										5	
6.4	Interest Calculation percentage default / customer override										2	

Requirement											FACTOR	Mandatory
7.0 Month End – Journal Entry Requirements												
7.1 Generate journal entries from all monthly transactions											5	X
7.2 Extract file of journal entries and post into current GL system											5	X
7.3 Send monthly journal entry in detail or summary											5	
7.4 Reconcile accounts receivable ledger to general ledger											5	X
8.0 Hardware / Software Requirements												
8.1 Oracle database											5	X
8.2 Graphical User Interface											5	
8.3 HP9000 / Compatible											5	
8.4 Network communication on LAN and WAN (TCP/IP – routable)											5	
8.5 Windows											5	
8.6 Source Code is available for purchase											5	
9.0 Contractor / Vendor Requirements												
9.1 Provide five (5) references of current clients											3	
9.2 Vendor must be in business at least 10 years											2	
9.3 Credit Check Good											4	
9.4 Installation can begin within 30 days of award date											3	
9.5 Detailed listing of assistance with deployment and training the vendor will perform											5	
9.6 Previous experience with State of Utah Department and public sector											5	
10.0 Cost Requirements												
10.1 Initial purchase price											*	
10.2 Annual Maintenance Price											*	
10.3 Deployment and Training cost schedule											*	
<i>* Note: Cost will be evaluated and scored separately from the functional specification.</i>												

Requirement											FACTOR	Mandatory
11.0 Subjective Criteria Requirements												
11.1	Ease of Use										5	
11.2	Ease of End-User learning										5	
11.3	User Friendly										5	
11.4	Ease of Navigation to and from functions										5	
11.5	Expandability / Scalability (future functionality)										5	
11.6	Ease of Interfacing to FINet										5	
11.7	Ease of Interfacing to LIMS										5	
11.8	Vendor Support Capabilities										5	